

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAINT FRANCIS MEMORIAL HOSPITAL RALLY FAMILY VISITATION SERVICES**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and, **SAINT FRANCIS MEMORIAL HOSPITAL RALLY FAMILY VISITATION SERVICES** hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of supervised and therapeutic visitation services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Services
- Exhibit B: Payments and Rates
- Exhibit C: Program Monitoring
- Exhibit D: Child Abuse Reporting Requirements
- Exhibit E: Fingerprinting Certification Form
- Attachment I: § 504 Compliance

## **2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

## **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED FIFTY NINE THOUSAND DOLLARS (\$459,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2015 through June 30, 2018.**

**5. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However,

Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**11. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance...	\$1,000,000
<input checked="" type="checkbox"/> Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

## **12. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **13. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political

beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services under this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor must check one of the two following options and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12 above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender, sexual orientation, religion, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies

that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**15. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**16. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**17. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.



**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Loc Nguyen, DrPh, MSW  
Director, Children and Family Services  
Address: 1 Davis Drive, Belmont, CA 94002  
Telephone: 650.802.3390  
Facsimile: 650.598.9785  
Email: lhnyugen@smcgov.org

In the case of Contractor, to:

Name: Sonia Melara  
Executive Director, Saint Francis Memorial Hospital Rally Family  
Visitation Services  
Address: 900 Hyde Street, San Francisco, CA 94109  
Telephone: 415.353.6667  
Facsimile: 415.353.6534  
Email: Sonia.Melara@DignityHealth.org

**19. Electronic Signature**

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ if this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ if this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

**COUNTY OF SAN MATEO**

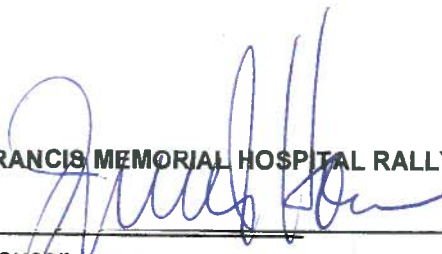
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Clerk of Board

**SAINTFRANCIS MEMORIAL HOSPITAL RALLY FAMILY VISITATION SERVICES**

  
\_\_\_\_\_  
James P. Houser  
Interim President & Chief Executive Officer

Date: 6/17/15

*(April 1, 2015 CCC issued contract template version)*

**Visitations Services**

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

**1. Program Description**

Contractor shall make its visitation facility (Center) available to Children and Family Services (CFS), within the Center's normal hours of operation located in the City of San Mateo at 477 9<sup>th</sup> Street, Suite 109. Contractor shall be able to accommodate multiple visits at the same time on the grounds of the Center.

Contractor shall provide trained staff to supervise the visits and shall provide age-appropriate toys and reading materials suitable for children. Contractor shall collaborate with CFS to allow for a continuum of services that moves the family from supervised to unsupervised visitation.

**2. Background**

The CFS staff of the Human Services Agency (HSA) assesses children for abuse and neglect, offers case management services for the families and children who have been abused or neglected and are in out-of-home care or in their own homes, and provides adoption and foster home licensing services.

CFS investigates allegations of child abuse and neglect reported to the Child Abuse Hotline. Children in imminent danger may be removed from their parents' custody and placed in out-of-home care by the Juvenile Court. The Juvenile Court must address the issue of visitation with the parents, siblings, grandparents, and other relatives while the child is placed out-of-home. In cases where the Juvenile Court has concern about the safety of the child during visitation with the parents, siblings, grandparents, or other relatives, supervised visitation will be ordered. In cases where the parent may present a serious threat to the child, such as child abduction, threats of serious violence, an untreated mental illness which poses a risk for the child or a documented diagnosis/history of violent outbursts, County of San Mateo staff will provide supervised visitation in County facilities.

Supervised visitation allows parents to maintain contact with their children while providing some degree of protection for the children and youth. Supervised visitation programs permit a third person to monitor the visits between the parent and the child so that the interaction between parent and child is healthy and the child is safe from further abuse or coercion by the parent. Supervised visits may take place in a County office, designated visitation setting, foster home, or home of the parents, a public site such as a park or restaurant, or another site to be determined by the referring social worker. The location of the visit is arranged on a case-by-case basis. Visitation monitors are expected to watch the entire visit, to intervene if necessary, and to give written feedback about the visits to the social worker who made the referral.

**3. Goals**

There are at least three goals of supervised visitation:

- a. To provide a safe place for parent/child contact in situations where there is a demonstrated risk to the child if he/she is left in the care of the parent without an Agency representative present. A demonstrated risk includes any situation in which:
  - There is potential for violence or threatening behavior on the part of the parent;
  - There is a possibility of coercion by either parent;
  - There is the potential for abduction of the child by the parent;
  - The parent has acted inappropriately during prior visits;

- A WIC 300e petition (severe physical abuse to a child under the age of five) has been sustained.
- b. To work with the family to facilitate a safe and healthy parent/child relationship by monitoring behavior and conversations and by intervening when conditions are unsafe or inappropriate.
- c. To provide information to the social worker who will use that information to assess the quality of the parent/child relationship and examine strengths and weaknesses in the relationship.

#### **4. Objectives**

Contractor shall achieve the following objectives:

4.1 Provide twenty-five (25) supervised visits per week, of which one (1) may be categorized as a "therapeutic" visit without additional cost. Total visits shall not exceed an annual amount of 1,300 visits.

4.1.1 Each visit shall be billable as two (2) units of service, with each unit of service being one (1) hour. Each visit shall include 15 minutes each of pre and post-consultation, and 30 minutes of documentation time.

Annual Units of Service shall not exceed an annual allocation of 2,600 hours.

Any unit of service incurred beyond the initial 2,600 will need to be pre-approved by CFS and shall become billable at the rate of \$59.00 per hour.

- 4.2 90% of families referred for visitation for new and ongoing visits are scheduled for visits, as measured by the Contractor's case records. To enable Contractor to meet this standard within its proposed staffing levels, CFS Central Support will maintain to the best of its ability an even flow of referrals, and HSA will take into account the rate of referrals when assessing Contractor's performance under this section.
- 4.3 93% of families receive visitation services within 5 working days of Contractor's receipt of the completed referral form.
- 4.4 95% of the customer satisfaction surveys show a positive experience with the visitation Contractor, as measured by Contractor's tabulation summary of customer satisfaction surveys.

#### **5. Target Population**

- 5.1 The target population to be served by Contractor is limited to children who are dependents of the Juvenile Court and their parents, siblings, grandparents, guardians, and other relatives with whom the Juvenile Court has ordered supervised visits, or as requested by the social worker.

#### **6. Referrals**

- 6.1 All referrals to this program shall come from CFS Central Support. Contractor may not accept referrals directly from social workers. Contractor will not be reimbursed for referrals received directly from social workers.
- 6.2 Contractor shall accept all referrals from CFS Central Support.
- 6.3 Upon receipt of referral, Contractor will assign the case to the case manager based on language, time, and location needs.

**7. Geographical Service Area**

- 7.1 Contractor shall provide visitation services at the Rally Family Visitation Center located at 477 9<sup>th</sup> Street, Suite 109, San Mateo, CA 94402 within the normal hours of operation as defined in Section 8 below.

**8. Service Locations and Hours of Operation**

- 8.1 The County and Contractor will have on-going discussions to ensure that the visitation services and service hours are responsive to the needs of the target population. The majority of service hours must be evenings and weekends.
- 8.2 Contractor shall ensure that the Family Visitation Center is accessible via public transportation and must comply with the requirements of the Americans with Disabilities Act (ADA).
- 8.3 Contractor shall work with HSA's Central Support to ensure a smooth and problem free visitation for the target population as outlined in Section 5 of this Agreement.
- 8.4 If space is available, Contractor shall allow the use of their facility for HSA staff to supervise visits. For consistency and the convenience of client families, Contractor will make every effort to accommodate a social worker's request to supervise a visit at the same location that the family has regular visits supervised by the Contractor.
- 8.5 Services shall be available seven (7) days per week as outlined in Section 8.7 of this Agreement. Contractor shall be available to provide multiple visitations simultaneously during the normal hours of operation.
- 8.6 Contractor shall be available to receive intake referrals from Central Support during normal hours of Center's operations. Contractor will work with Central Support to develop an updated web-based calendar that can be accessed by both parties.
- 8.7 Family Visitation Center Location and Hours:

Service Location:

477 9<sup>th</sup> Street, Suite 109  
San Mateo, CA 94402

Hours of Operations:

Visitation Service Hours  
Monday through Sunday  
10:00 am to 8:00 pm

**9. General Requirements for Service Delivery**

- 9.1. Clearances for Work with Minors. Contractor's employees and volunteers who work on this contract and work directly with minors shall have the following clearances completed by the Contractor:

9.1.1. A Child Abuse Index Clearance or exemption on file.

9.1.2. Criminal Background Fingerprint Clearances: Contractor shall choose a criminal background checking organization that includes a process by which the Contractor is notified if the employee is added to the Department of Justice's criminal list subsequent to her/his initial clearance.

- i. Contractor shall complete clearances for current employees and volunteers, who have not been fingerprinted through a system that reports subsequent crimes.
- ii. Upon Execution of this Agreement, Contractor shall successfully register newly hired staff and new volunteers (prior to beginning employment/volunteer activities) with and receive an appropriate clearance by an organization that conducts criminal background checks for persons who work with minors.
- iii. Contractor shall implement a process whereby a signed agreement is received from employees and volunteers to notify the Contractor within 48 hours after any arrest for criminal activity that occurs subsequent to their initial clearance.
- iv. Contractor shall provide information regarding hiring and screening practices and processes, when requested by the County.

9.2 Conduct reference checks for employees and volunteers. •

## **10. Specific Requirements for Service Delivery**

Contractor shall:

- 10.1 Provide regular supervised visitations to be facilitated by trained, bilingual staff (or by trained English-speaking staff when bilingual capacity is not required) to provide supervised parent/child contact. Safety interventions shall be made if necessary. Each visitation will include requested number of hours for parent and child interaction, 15 minutes each for pre- and post- visit interaction between case manager and child or between case manager and parent, and 30 minutes for documentation and any type of case management.
- 10.2 Provide supervised therapeutic family visitations facilitated by licensed or license- eligible therapists, Spanish-speaking when necessary, to work with the family to improve or facilitate a safe and healthy parent/child relationship. Each visitation will include requested number of hours for parent and child interaction, 15 minutes each for pre- and post- visit interaction between case manager and child or between case manager and parent, and 30 minutes for documentation and any type of case management.
- 10.3 Serve all referred families in San Mateo County regardless of residence or language barriers.
- 10.4 Have English-speaking and Spanish-speaking trained staff available to facilitate visitations in English and Spanish.
- 10.5 Utilize official CFS referral form.
- 10.6 Provide visitation services as requested by the social worker and in accordance with the CFS Visitation Policy.

- 10.7 Provide approved sites where visitations can occur between children in out-of-home care and their parent(s), siblings and relatives. At a minimum the Contractor's visitation center(s) shall provide the following:
- 10.7.1 Parking;
  - 10.7.2 Bathroom;
  - 10.7.3 Water fountain;
  - 10.7.4 Private areas to separate families' visits (could be a large, divided room);
  - 10.7.5 Changing area for diapers and clothes;
  - 10.7.6 Panic button(s) in a location mutually agreed upon by County and Contractor or alternate County-approved emergency call system;
  - 10.7.7 An environment that is clean and family-friendly where parents and their children feel at home.
- 10.8 Provide a written narrative summary of each visit to the social worker. Contractor will use the Supervised Visit Checklist form CS73a, provided by the County, for this purpose.
- 10.8.1 For regular supervised visits, Contractor will provide a written summary of factual observations of the parent/child interaction and the behavior of the parent and child during the visit. For therapeutic visits, Contractor will assess the risks and quality of visitation by addressing the following in the narrative summary:
    - Parent's ability to demonstrate a parental role;
    - Parent's ability to demonstrate knowledge of child's development;
    - Parent's ability to respond appropriately to child's verbal/non-verbal signals;
    - Parent's ability to put child's needs ahead of her/his own;
    - Parent's ability to show empathy toward the child when appropriate;
    - Parent's response to coaching suggestions.
  - 10.8.2 Send the CS73a to the social worker within 48 hours of the visit.
  - 10.8.3 Discuss any concerns regarding visitation with the social worker.
- 10.9 Contractor's Program Manager will communicate with CFS staff on an on-going basis. Contractor will be available to discuss the case prior to court hearings.
- 10.10 Contractor's Program Manager will attend case conferences for children who fall under the Agency's Serious Injury to Children Protocol, as requested by CFS.
- 10.11 Accommodate all requests for evenings and weekend visitations.
- 10.12 Ensure that visitation settings are as natural as possible and activities are available during each visit.
- 10.13 Equip sites with a variety of age-appropriate toys, books, puzzles, and games in safe, clean, and comfortable play areas suitable for young children.
- 10.14 Train staff to conduct family visitations, to be knowledgeable about age-appropriate child development, and to handle critical situations.

- 10.15 Staff sites with trained personnel who have the expertise to supervise visits within the guidelines provided by the County and California Standard of Judicial Administration Section 5.20 Uniform Standards of Practice for Providers of Supervised Visitation, [http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5\\_20](http://www.courtinfo.ca.gov/cms/rules/index.cfm?title=standards&linkid=standard5_20)
- 10.16 Employ a visitation coordinator and alternate coordinator who will receive referrals from County social workers, schedule visits, handle cancellations/terminations, supervise staff, and do problem solving.
- 10.17 Respond to all requests for visitation received during regular intake and referral hours (Section 8.7) within twenty-four hours of the request Contact CFS Central Support to confirm cancellations. Within 24 hours of scheduling the visit, CFS Central Support will fax to Contractor the referral form completely filled out by the social worker, including the social worker's name and phone number, the age(s) of the child (ren), the circumstances of the family, the reason for supervised visitation, and any other background information about the case that would help the Contractor prepare for the visit.
- 10.18 Schedule therapeutic and supervised visits that include: a 30-minute orientation before the initial visit, 15 minutes of parent education before every visit to set visitation expectations, and 15 minutes of review after every visit. (Pre-consultations should include rules for the visits, a review of concerns from previous visitations so parents can change their behavior and any other discussions deemed appropriate by Contractor. Post-consultations should include a review of the visit upon conclusion, re-enforcement of the positive aspects of the visit, identification of concerns, plans for next visit, and any other discussions deemed appropriate by Contractor.) The social worker will arrange to have the visiting parent(s) arrive 30 minutes before the initial visit for the orientation.
- 10.19 Model appropriate parenting skills during therapeutic visitations.
- 10.20 Provide visitation feedback to caregiver.
- 10.21 Call CFS Central Support and notify social worker right after each missed visit.
- 10.22 Allow only persons authorized by the social worker (via referral form or special instructions from social worker) to visit or pick up children.
- 10.23 Ensure all adult visitors provide a picture ID before participating in a visit.
- 10.24 Remind adults to refrain from discussing adult issues, allegations of child abuse or neglect, or court matters in the presence of the child (ren).
- 11. Terminating a Visit**
- 11.1 When a parent acts inappropriately during a supervised visit, it is permissible to terminate the visit. Contractor must notify social worker and CFS Central Support right away if a visit is terminated. It would be permissible to end a visit when, for example:
- The parent arrives under the influence and is not able to interact with the child;
  - The parent is threatening or verbally hostile to the child.



**12. Cancellations/Failure of Parent to Attend Visits**

- 12.1. If the parent, without prior notice, is more than 20 minutes late for the scheduled visit, the visit will be cancelled. The Contractor shall contact CFS Central Support to have the child safely returned to placement. For visits occurring outside of Central Support's normal hours of operation, an alternate contact source must be made available in writing before the visit.
- 12.2. Contractor shall contact CFS Central Support and the social worker within 24 hours of each late/missed visit. After 2 late/missed visits, CFS will make the determination of whether or not to remove the family from the visitation schedule and will inform the Contractor in writing of said decision.
- 12.3. If a parent repeatedly fails to attend visits and the failure to visit becomes disruptive or upsetting for the child, the social worker may require the parent to give advance notice as to whether or not s/he intends to visit and to cancel the visit unless such notice is received.

**13. Linkages**

Contractor shall collaborate with regional community partners to ensure a continuum of supportive services to assist families in moving from supervised to unsupervised visitation.

### Exhibit B

In consideration of the services provided by Contractor as described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- A. County shall pay Contractor upon receipt of their invoice on a monthly basis for costs related to supervised visits, therapeutic visits as described in Exhibit A, including all personnel expenses, operational costs, and direct program expenses as follows:
- Monthly payment of \$12,750.00 not to exceed \$153,000 for FY 2015-16
  - Monthly payment of \$12,750.00 not to exceed \$153,000 for FY 2016-17
  - Monthly payment of \$12,750.00 not to exceed \$153,000 for FY 2017-18
  - County shall make payments within thirty (30) working days upon receipt of Contractor's cost reimbursement claim and approval of Contractor's invoices.
  - Invoices shall be sent to: Gary Beasley, County of San Mateo Human Services Agency, 2415 University Avenue East Palo Alto, California 94303.
  - The maximum amount County is obligated to pay Contractor shall not exceed **FOUR HUNDRED FIFTY NINE THOUSAND DOLLARS (\$459,000)** for the term of the Agreement.
- B. County may withhold all or part of Contractor's total payment if the Director of Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A. County will consider Contractor's performance as being acceptable for the purposes of full payment of actual costs if Contractor meets each of the targeted outcomes as outlined in Exhibit A. 4.2, 4.3 and 4.4.
- C. County will give thirty (30) days' prior written notice to Contractor of County's intent to withhold payment.
- D. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon written notice with justification to Contractor.

**PROGRAM MONITORING**

- I. Contractor will send a monthly activity report due 10 days after the end of each month. The monthly activity report to the County will include, but not be limited to:

- Number of families referred for new and ongoing visitations;
- Number of families transitioning to a different visitation phase;
- Total number of visits for each family;
- Number of scheduled visitations that were canceled or not attended;
- Number of cases closed during a reporting period;
- Number of families who have not been scheduled for the initial visitation by the start date indicated by the social worker.

The report sent to the social worker after each visit (see paragraph 10.8 of Exhibit A) shall include the following:

- Number of participants at each visitation identified by their relationship to child (i.e., child, mother, father, grandparent, other relative, sibling) and type of visitation;
- Length of each visitation;
- Barriers that prevented visit from taking place.

**II. Customer Satisfaction Surveys**

Contractor shall conduct mandatory customer satisfaction surveys twice a year during the term of the Agreement. The customer satisfaction surveys shall be conducted after each 6 month period of service. Contractor may choose to conduct additional surveys as deemed necessary to help ensure continuous service improvement.

The survey shall include at minimum the following:

- A survey of social workers;
- A survey of current and former customers;
- Sections to survey the satisfaction of parents, children over 10 years old, and care providers;
- Rating of specific services offered or provided to the customer;
- Barriers to receiving or completing services;
- A provision for comments in every survey.

Contractor will submit a narrative report twice a year. Reports are due 30 days after each 6-month period. These reports should include, but not be limited to, reports on the outcomes outlined in Exhibit A.4 and the results of the satisfaction survey. The year-end report should include a list of the Board of Directors.

- Reports should be submitted to Gary Beasley, Children and Family Services, County of San Mateo Human Services Agency, 2415 University Avenue East Palo Alto, California 94303.

Payment will be held until reports are received.

- III. Contractor will submit the agency audit as soon as it becomes available.
- IV. HSA will conduct site visit/s during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of Visitation Program at Family Service Agency.
- V. HSA program liaison will serve as a conduit for resolving problems or changes that arise during the course of this Agreement. The liaison will monitor this Agreement as follows:
  - a. Meet quarterly with Contractor's representative to update each other on project implementation;
  - b. Address problems and work with the Contractor's director for timely resolution either verbally or in writing.

**Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect, that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

**County of San Mateo – Fingerprinting Certification Form**

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**DATE:** 6/15/2015

**AGREEMENT WITH:** Saint Francis Memorial Hospital Rally Family Visitation Services

**FOR:**

**Supervised and Therapeutic Visitation Services**

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Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

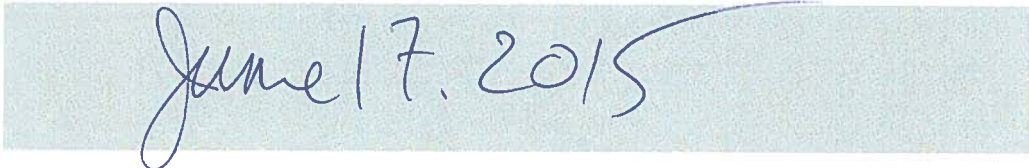
**NAME:** 34T

**TITLE:** 34T

**SIGNATURE:**

  
James P. Houser  
Interim President & Chief Executive Officer

**DATE:**



## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a)), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Sonia E. Melara

Name of Contractor(s):

Saint Francis Memorial Hospital Rally Family Visitation Services

Street Address or P.O. Box:

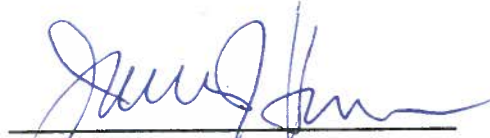
900 Hyde Street

City, State, Zip Code:

San Francisco, CA 94109

I certify that the above information is complete and correct to the best of my knowledge

Signature:



Title of Authorized Official:

James P. Houser  
Interim President & Chief Executive Officer

Date:

6/17/15

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."